

1. The Parties

This distributorship agreement is between the parties listed below:

The Party's Trade Name	HIDROMEK - HIDROLIK VE MEKANIK MAKINA IMALAT SANAYI VE TICARET A.S. (the " Manufacturer ")	PROTRACK S.R.L. (the " Distributor ")
Trade Registry No	38938	1023600068594
Head Office	Ankara TURKIYE	Chisinau REPUBLIC OF MOLDOVA
Website	www.hidromek.com.tr	achizitiiprotrack@gmail.com
Address	Ahi Evran OSB Mahallesi Osmanlı Caddesi No.1 Sincan/Ankara TURKEY	MD-4839, str A. Mateevici 99.A, or. Stauceni mun. Chisinau Republica Moldova
Phone	+90 312 267 12 60	+37378100007
Fax	+90 312 267 03 50	

The **Manufacturer** manufactures, markets and sells construction and earthmoving machinery, including backhoe loaders, hydraulic excavators, wheel loaders, motor graders and soil compactors. The **Distributor** wants to (a) purchase the products from the **Manufacturer** for resale and (b) provide after sales services for the products in the territory. The **Manufacturer** wants to appoint the **Distributor** as its distributor of the products in the territory and the **Distributor** wants to accept this appointment subject to the terms of this agreement.

The parties therefore agree as follows:

2. Definitions

For purposes of this agreement, the following definitions apply:

- (a) "**This agreement**" means this distributorship agreement and the exhibits attached to it.
- (b) "**Parts**" means the accessories, the spare parts, the attachments, the elements and other related consumable and / or disposable items for the construction and earthmoving machinery.
- (c) "**Person**" means an individual, an entity, or a Government Body other than the parties to this agreement.
- (d) "**Products**" means the construction and earthmoving machinery with all its models and any future modified products that are manufactured and / or sold by the **Manufacturer** or by its branches and/or subsidiaries under HIDROMEK brand name or any alternative brand names. This agreement covers the following construction and earthmoving machinery: "**Excavators, Backhoe loaders, Wheel Loaders, Soil compactors and Motor Graders**". The **Manufacturer** may expand or reduce the list of the products that are covered by this Agreement.

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- (e) "**Territory**" means the area in which the **Distributor** is authorized to operate within the terms of this Agreement. This agreement covers in **Republic of Moldova**. The **Manufacturer** may make changes in the territory at its sole discretion. The **Distributor** shall not (a) make sales of the products to any person who is residing outside the territory and (b) export the products to the countries outside the territory.
- (f) "**Reasonable efforts**" means the obligated party is required to make a diligent, reasonable and good faith effort to accomplish the applicable objective in accordance with reasonable commercial practice.
- (g) "**Representatives and Dealers**" means the person appointed by the **Distributor** for selling, promoting and marketing of the products in the territory.

3. Appointment as Distributor:

The **Manufacturer** hereby appoints the **Distributor** as its non - exclusive distributor in and throughout the territory for handling all the aspects and functions of purchasing, promoting, marketing, selling and providing after sales services of the products on government and municipality tenders. **The Distributor shall not sell new machinery or spare parts to private customers; however, sales may be made to private sector legal entities which are wholly (100%) owned by public institutions or organizations, provided that such sales are carried out in compliance with the applicable public procurement legislation, and sales may also be made to private companies acting as subcontractors solely for the purposes of tenders and projects awarded by public institutions or organizations.**

The **Distributor** acknowledges that the **Manufacturer** may appoint persons as its distributor in and throughout the territory.

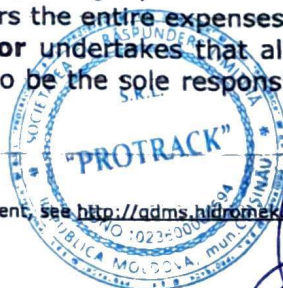
The **Distributor** shall use its reasonable efforts to promote the products and maximize the sale of the products in and throughout the territory. The **Distributor** will be the sole company to make the service, maintenance and provide spare parts for only the machines that the distributor sells within the warranty period. The **Distributor** shall provide after sales services related to the products in order to promote (a) the satisfaction of the end-users of the products and (b) the reputation of the **Manufacturer** in the territory. By the authority entrusted to the **Distributor** by the **Manufacturer**, the **Distributor** is willing to adequately and productively represent and guard the interest of the **Manufacturer** by taking all the necessary steps in studying, analyzing, planning, implementing a marketing campaign to penetrate each market within the territory which will lead to and eventually set up a productive regional network for the products throughout the territory.

4. Independent Parties:

- 4.1. The parties are always independent contractors. This agreement does not create any partnership, joint venture or the agency relationship between the parties. The parties are not employees or legal representatives of the other party for any purpose.

The parties shall not make any contract, warranty or representation or create any obligation on behalf of the other party. The **Distributor** (a) has no authority to assume or create obligations on the **Manufacturer's** behalf with respect to the products or otherwise and (b) shall not take any action that has the effect of creating the appearance of having such authority.

The Parties acknowledge that the **Distributor** purchases the products from the **Manufacturer** and sells them on its own behalf. The **Distributor** shall not act for and / or legally bind the **Manufacturer** and / or to pledge **Manufacturer's** credits. The **Distributor** bears the entire expenses of conducting its business within the scope of this agreement. The **Distributor** undertakes that all financial and other obligations (including taxes) associated with its business to be the sole responsibility of itself.



Any violation of this article committed by the **Distributor** is considered a material default and ground for immediate termination of this agreement by the **Manufacturer**.

4.2. The Representatives and Dealers

The **Manufacturer** hereby grants the authority to the **Distributor** to appoint the **Representatives and Dealers** for the resale of the products within the territory. This appointment does not constitute any type of legal or contractual relationship between the **Manufacturer** and the **Distributor's Representatives and Dealers**.

The **Representatives and Dealers** will be subject to all limitations of the **Distributor** set forth in this agreement.

The **Distributor** will be liable for the **Representatives and Dealers** conduct that is prohibited under this agreement and the **Representatives and Dealers** conduct that would have constituted breach of this agreement if it had been engaged in by the **Distributor**.

The **Distributor** shall provide the **Manufacturer** with the list of its **Representatives and Dealers** containing their names, addresses and other data regarding their business standing.

The **Distributor** may impose on its **Representatives and Dealers** any reasonably necessary duty to perform the **Distributor's** obligations as provided in this agreement.

The **Manufacturer** will not be held liable to any of the **Representatives and Dealers** for any appointment, cancellation or termination of any contract between the **Distributor** and its **Representatives and Dealers** regarding this appointment or any other related matter.

5. The Obligations of the Manufacturer:

The **Manufacturer**;

- a) Shall supply the **Distributor** with the products ordered by the **Distributor** against special payment terms to be determined by the **Manufacturer** and agreed by the **Distributor**; and the necessary catalogues, technical data and price lists of the products free of charge.
- b) Shall supply all necessary documents relating to export shipment, such as invoice, customs declaration, etc.
- c) Shall support the **Distributor** to its fullest capabilities in technical and commercial matters. All correspondence will be made in English language, unless otherwise stated by the parties.
- d) Shall provide limited warranty covering the products as per attached Service & Warranty Policy.
- e) Shall provide the **Distributor** with all necessary technical and commercial information that is needed by the **Distributor** to accomplish its mission including following manuals:
 - Spare Parts Manual
 - Operator and Maintenance Manual
 - Workshop Manual
 - Service & Warranty Policy.
- f) Shall not conduct any transaction directly or indirectly for any sales of the products as long as the final destination is anywhere within the territory except for the following;



- The **Manufacturer** may sell and market the goods other than the products defined in article 2 lit. (d) of this agreement within the territory.
- The **Manufacturer** may make sales in Turkey or outside Turkey to Turkish or international contractors or governments or agencies or the **Manufacturer's** key account customers having projects within the territory.
- The **Manufacturer** may make the sales within the territory after coming into effect of a termination notice by either party to the other party referred to in article 17 of this agreement.
- The **Manufacturer** may (a) advertise and promote the products and (b) attend trade fairs within the territory.

The **Manufacturer** shall inform the **Distributor** of these sales, marketing and promotional activities in the territory.

6. The Obligations of the Distributor:

The **Distributor**;

- a) Shall use its reasonable efforts to promote and expand the sale of the products within the territory.
- b) Shall maintain an adequate business location, together with an adequate storage facility for the products.
- c) Shall maintain adequate levels of inventory and products' stock.
- d) Shall grant the **Manufacturer** the right to inspect its facilities without prior notice.
- e) Shall make the payments of all amounts covering the products and the parts in full on the due date to the **Manufacturer**. The **Distributor** assumes full credit responsibilities on all written orders submitted by it to the **Manufacturer**.
- f) Shall inform the **Manufacturer** of its stock of the products on a monthly basis.
- g) Shall submit report on its sales of the products to the **Manufacturer** at the request of the **Manufacturer**.
- h) Shall provide the **Manufacturer** with the lost sales report and market information including the competitors' brands, models, and sale figures and pricing once a quarter.
- i) Shall maintain competent sales personnel to solicit orders for the sale of the products within the territory.
- j) Shall maintain a promotion and advertising program for the products. The **Manufacturer** may consider sharing some of the cost of this program.
- k) Shall not make any representation, guarantee, or warranty concerning the products on behalf of the **Manufacturer** except as expressly authorized by the **Manufacturer**.
- l) Shall comply with all applicable laws and regulations in the territory.
- m) Shall comply with any requirements for the registration or recording of this agreement and the products with competent governmental entities in the territory.
- n) Shall arrange and ensure the prompt and efficient maintenance and warranty replacement or repair of the products sold by it in compliance with the article 5 lit. (f) of this agreement.

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o) Shall maintain the necessary maintenance and repair personnel and the stock levels of original manufacturer parts to perform the maintenance services effectively.

p) Shall not market and sell its own goods other than the products and/or third parties' goods in a way that might create the impression that these goods are HIDROMEK branded.

q) Shall use the **Manufacturer's** trademark, logo, name, symbols and emblems or devices in its marketing activities in the **Territory**:

- only for the duration of this agreement and;
- only for the displaying and advertising purposes of the products.

High-resolution and updated logo, symbols and emblems shall be used by the **Distributor**. All identifier shall first be submitted to the **Manufacturer** for obtaining its written approval.

r) Shall use the **Manufacturer's** trademark or its relevant symbols and emblems in good faith and not to use it for unfair and unconscionable purposes.

s) Subject to the article 6 lit. (q) of this agreement, the **Distributor** shall not use the **Manufacturer's** trademark or its relevant symbols and emblems in a way that might create the impression that the **Distributor** has the right to use the **Manufacturer's** trademark or acquire ownership of it in order to develop an unfair advantage.

t) Shall not use the domain name that is identical or confusingly similar to the **Manufacturer's** trademark without **Manufacturer's** written consent. The authorization for the **Distributor** to market the products through the territory does not constitute an authorization to use the **Manufacturer's** trademark as a domain name or as part of its domain name.

u) Shall promptly notify the **Manufacturer** of any actual or potential simulation, imitation or infringement by any person of any **Manufacturer's** trademark, logo, symbols and any Intellectual Property rights embodied in or associated with the products of which the **Distributor** is or becomes aware.

v) Shall indemnify the **Manufacturer** for any damages and losses that incur as a consequence of;

- The violation of the terms of this agreement;
- The making of inaccurate statement;
- The unlawful conducts engaged in by the **Distributor**, its employees and agents that harm the **Manufacturer's** business reputation.

w) Shall not solicit any end - user or maintain any brand, office or warehouse for the sale of the products outside the territory and, shall not sell the products to any reseller outside the **Territory** without the **Manufacturer's** prior written consent.

7. Prices and Payment:

7.1. The **Manufacturer** reserves the right to change the parts' and the products' selling prices at any time without giving a prior notice to the **Distributor**. This change will be effective immediately upon the **Distributor's** receipt of the notice. The orders submitted by the **Distributor** and accepted by the **Manufacturer** before the date when this price change becomes effective are exempt from the price change.

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Unless otherwise stated, the **Manufacturer's** selling price to the **Distributor** will be ex-works basis. The prices are formed by application of certain discounts to the valid price list at the time of order as presented in Exhibit 2 (Price Lists).

7.2. Customer Prices: The **Distributor** will be free to establish its own pricing for the products sold. The **Distributor** may extend to the customer whatever terms of payment, which at its own discretion, are necessary and available to obtain orders. The **Manufacturer** will not be liable for, nor bear any of the costs of financing or granting of extended terms of payment to any of the customer.

7.3. The **Distributor** shall promptly make all payments due under this agreement by certified and confirmed irrevocable L/C guaranteed by a first-class Turkish Bank or upon such other terms as may be determined by the parties.

8. Transfer of Risk and Title of the Parts and the Products:

Unless otherwise agreed, the terms of delivery and the transfer of risk of the **Products** shall be interpreted in accordance with INCOTERMS 2020 (International Rules for the Interpretation of Trade Terms) and its supplements published by the International Chamber of Commerce in 2020 or its latest version available upon the date of the order made by the **Distributor**.

The title in the parts and products will pass to the **Distributor** at the same time as the risk will pass to it in accordance with agreed INCOTERMS 2020 or its latest version.

9. Insurance

In the event that the **Distributor** is responsible for the transportation of the parts and the products according to the agreed INCOTERMS, the **Distributor** shall procure insurance for these parts and products with a reputable insurance company, at its own expense. The amount of coverage will be a minimum 120 % of the total invoice price of the parts and the products.

10. Intellectual Property:

10.1. Any intellectual property rights embodied in or associated with the products will be the sole property of the **Manufacturer**. The **Distributor** will not acquire any right in any of these intellectual property rights of the **Manufacturer** by execution of this agreement or performance of its obligations or otherwise. The **Distributor** shall not use any of these intellectual property rights after the expiration or termination (for any cause whatsoever) of this agreement.

10.2. The **Manufacturer** ensures that all intellectual property rights to the products (parts are exempted), including, the right to the **Manufacturer's** trademarks, the technology, the advertisement materials, information and documents provided under article 5 lit. (e) and the assistance materials are not infringing any person's intellectual property rights.

10.3. The **Manufacturer** will not be liable for any person infringement claims related to the modification/s in the event the **Distributor** has modified the products without the express written permission of the **Manufacturer**. Any liability of the **Manufacturer** under this article 10 is subject to the provisions of the "Product Liability" article of this agreement.

11. Competitive Sales:

During the term of this agreement and for twelve (12) months after the term, the **Distributor** shall not itself, or in association with any person manufacture, sell, market or assist to sell goods that are in the same range of and/or similar to or competitive with the products, directly or indirectly in the territory without obtaining the prior writing consent of the **Manufacturer**. The goods that are sold by **Manufacturer** to the **Distributor** are exempt from this article.

No later than the date of the signature of this agreement, the **Distributor** shall disclose to the **Manufacturer** the existing purchase orders and all sale, distribution or commercial agreement with the competing persons.

Any breach of this article will be considered the grounds for immediate termination of this agreement by the **Manufacturer**.

12. Duty of Confidentiality

- 12.1.** The parties shall not during the term of this agreement and for an unlimited period of time after the expiration or termination of it, regardless of the reason of this termination;
- (a) Disclose any confidential information including technical information and data, commercial information and know-how, price structures, costs, administrative and operational information whether in connection with this agreement or otherwise;
- (b) Directly or indirectly divulge or make use of any confidential information of the other party to any person without obtaining the prior written consent of the disclosing party.

The parties shall use the same degree of care they use to protect their own confidential information, as long as that is at least reasonable care.

- 12.2.** The provisions of article 12 lit.1 of this agreement will not apply to any information that was in the public domain on the date of disclosure or that entered public domain subsequent to disclosure through no breach by the receiving party and/or to information that was in the possession of the receiving party prior to disclosure.

13. Compliance with Personal Data Protection Laws and Regulations

- 13.1.** Each Party process the data about any identified or identifiable natural person ("personal data") that the other party transfers them, "the receiving party" and "the transferring party", respectively, pursuant to or in connection with this agreement.
- 13.2.** The parties shall comply with all applicable personal data protection laws specifically including the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and the Turkish Personal Data Protection Law number 6698.
- 13.3.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of personal data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the parties shall implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including the measures referred to in applicable personal data protection laws.
- 13.4.** The receiving party shall process the personal data in compliance with the transferring party's instructions.
- 13.5.** The receiving party shall notify the transferring party without undue delay upon the receiving party becoming aware of personal data breach, providing the transferring party with sufficient information to allow the receiving party to meet any obligations to report or inform data subjects of the personal data breach under applicable personal data protection laws.

- 13.6.** The transferring party shall ensure that;

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- a) It fulfils its obligation to inform the data subjects to whom the transferred personal data relates about processing, including the identity of the data controller, the processing purposes of personal data, the method and legal basis of collection, the recipients and the purposes of transfer when transferring personal data, the rights of data subject, and / or,
 - b) It obtains the consent from the data subject for processing, if necessary.
- 13.7.** Each party commits to indemnify to other party for damages or losses resulting from its own culpable infringement of this clause.
- 13.8.** The receiving party shall make available to the transferring party on request all information necessary to demonstrate compliance with this agreement and shall allow for and contribute to audits in relation to the processing of personal data.

14. The Manufacturer's Warranty Obligation

The **Manufacturer's** product warranty liability is conclusively regulated in the Service & Warranty Policy.

15. The Manufacturer's Product Liability

- 15.1.** If damages or losses are caused by gross fault; willful misconduct or malice or gross negligence by the **Manufacturer**, the **Manufacturer's** liability for these damages and losses will not be limited to the extent that its liability will be governed only by the stipulations of the applicable law.
- 15.2.** Subject to the article 15 lit. (1), in all other cases and for all other damages and losses than those mentioned above, the liability of the **Manufacturer** is limited as follows:
- (a) The **Manufacturer** is not liable for incidental or consequential damages or losses. Both parties agree that incidental or consequential damages and losses are the ones the applicable law and jurisdiction defines as such and are the following ones: loss of use, loss of profit, loss of orders, downtime.
 - (b) In case of damages or losses the **Manufacturer** can be held liable for, the **Manufacturer's** liability will be limited to an aggregate amount of a maximum of %10 of the delivered and paid parts and products throughout the calendar year for all incidents of the respective year and all damages and losses arising from them.

16. Indemnification

The **Distributor** shall dispatch notification to the **Manufacturer** of any incident involving the parts and the products and resulting in personal injury or property damage promptly after the **Distributor** has received notification of the incident.

This article will remain in effect notwithstanding the termination of the agreement.

17. Compliance with the Applicable Export Control Regulations

- 17.1.** The **Distributor** shall comply with all applicable national and international export and re-export control regulations, including the regulations of the Republic of Turkey, of the United Nations, of the European Union and of the United States of America.

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- 17.2.** Prior to any sale or transfer of the parts or the products to any person, the **Distributor** shall check and guarantee by appropriate measures that;
- (a) There will be no infringement of an embargo or sanction imposed by the United Nations, by the European Union, the United States of America.
 - (b) These parts and products are not intended for use in connection with armaments, nuclear technology or weapons, if this use is subject to prohibition or authorization, unless the required authorization is provided.
 - (c) The regulations of all applicable sanctioned person list of the United Nations, of the European Union and of the United States of America.
- 17.3.** The **Distributor** upon request by the **Manufacturer**, shall promptly provide the **Manufacturer** with all information pertaining to the particular end user, the particular destination and the particular intended use of the parts and products and all export control restrictions existing.
- 17.4.** The **Distributor** shall indemnify the **Manufacturer** against all losses, damages and expenses arising out of or relating to any noncompliance with export control regulations by the **Distributor**.
- 17.5.** Any breach of this article 17 will be considered the grounds for immediate termination of this agreement by the **Manufacturer**.

18. Notices

All notices and all other communications given under this agreement shall be in writing and are deemed to have been duly delivered;

(c) When received at the respective addresses of the parties set forth in the article 1 of this agreement or

(d) When sent by electronic mail (e-mail) from below electronic mail address to the other party's below address and if not confirmed e-mail reception by the recipient, on the fifth business day following the date of sending e-mail.

MANUFACTURER's electronic mail address:

export@hidromek.com.tr

The DISTRIBUTOR's electronic mail address:

achizitiiprotrack@gmail.com

The parties acknowledge that all notices and all communications given by the Parties pursuant to this article 18 are accurate, valid and binding for its sender.

Either party may change its address and electronic mail address by giving written notice of these new addresses in accordance with this article 18 of this agreement to the other party.

19. Validity and Termination:

- 19.1.** This agreement will come into force when both parties have signed it. The date of this agreement will be deemed the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

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- 19.2.** This agreement will remain valid for 1 (One) year after signature date defined in article 19 lit. (1) of this agreement. After this date, this agreement will remain valid until the **Distributor** terminates this agreement by sending its written notice of termination to the **Manufacturer**. This Agreement will expire automatically 90 days after the receipt of the termination notice pursuant to article 17 of this agreement.
- 19.3.** The **Manufacturer** may terminate this agreement at any time, for any reason by giving the **Distributor** at least 30 (thirty) days prior notice. This Agreement will expire automatically 30 days after the receipt of the termination notice pursuant to article 17 by the **Distributor**.
- 19.4.** The **Manufacturer** may terminate this Agreement with immediate effect in the cases (a) that the **Distributor** cannot reach the sales targets if such sales targets are mutually determined and agreed between the parties and submitted to the **Manufacturer** by the **Distributor** as stated in the Exhibit 1 of this Agreement and/ or (b) that are mentioned in the articles 4 (the Relationship), 11 (Competitive Sales) and 17 (Compliance with Applicable Export Control Regulations) as grounds for immediate termination.
- 19.5.** The acceptance of the other party is not required for the termination of this agreement according to this article 19 lit. (2), (3) and (4).
- 19.6.** The termination of this agreement by the **Manufacturer** in accordance with articles 19 lit. (3) and (4) will not incur any liability to it to indemnify the **Distributor** or its **Representatives and Dealers**.
- 19.7.** In the event of termination, the **Distributor** may continue to gain for the sales transaction developed by itself for the remaining notice periods mentioned above.
- 19.8.** The **Distributor** agrees to fulfill all the required after sales and technical support which might be required by the **Manufacturer** for a period of 360 days after the termination of this agreement. This fulfillment will be valid until another distributor is appointed in the territory by the Manufacturer. However, in this event, even if another distributor is appointed in the territory, the **Distributor** shall continue to perform all of its responsibilities relative to servicing such transactions at the option of the **Manufacturer**.
- 19.9.** In the event of termination of this Agreement the **Distributor** shall return to the **Manufacturer** all advertising materials and any other documents (catalogues, price lists, etc.) which may have been made available to it by the **Manufacturer** as well as any products of **Manufacturer** and which maybe in the **Distributor's** possession.

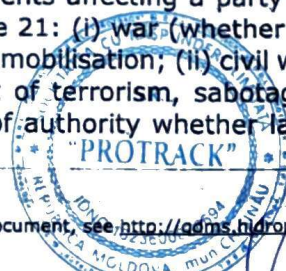
20. Prohibition of Assignment

The rights conferred to the **Distributor** by this agreement are not assignable or transferable without the prior written consent of the **Manufacturer**.

21. Force Majeure

(a) "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its obligations under this agreement if and to the extent that party proves: (1) that the impediment is beyond its reasonable control; and (2) that it could not reasonably have been foreseen at the time of the conclusion of this agreement; and (3) that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

(b) In the absence of proof to the contrary, the following events affecting a party are presumed to fulfil conditions (1) and (2) under paragraph (a) of this clause 21: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful,



compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

(c) A party successfully invoking this article is relieved from its duty to perform its obligations under this agreement and from any liability in damages or from any other contractual remedy for breach of this agreement, from the time at which the impediment causes inability to perform, provided that the notice of the force majeure event is given without delay. If notice of the force majeure event is not given without delay, the relief is effective from the time at which notice reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences will apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the parties of what they were reasonably entitled to expect under this agreement, either party has the right to terminate this agreement by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that this agreement may be terminated by either party if the duration of the impediment exceeds 120 days.

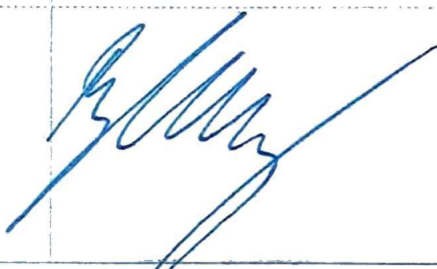
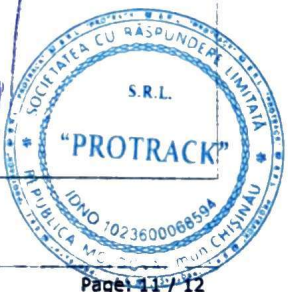
22. Jurisdiction

Any disputes arising out of, or in connection with this agreement shall be finally settled through arbitration under the Istanbul Arbitration Centre Arbitration Rules. The law applicable to the merits of the dispute shall be the laws of the Republic of Turkey. The place of arbitration shall be Ankara / Turkey. The language of arbitration shall be English.

23. Miscellaneous

This Agreement may be translated to any other language, however, in the event of any type of dispute that may occur between or among the parties concerned, the English version of this Agreement will be the main document.

In the event of any conflict between this Agreement and its exhibits, the terms of this agreement prevail.

#	For and on behalf of the MANUFACTURER	For and on behalf of The DISTRIBUTOR
Name, Surname	Bahadır YILMAZ	Alexandr Djichia
Title	Export Manager	General Director
Date	31.12.2025	
Stamp-Signature		 

* Signature circulars should be added.